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Attorneys for Debtors

UNITED STATES BANKRUPTCY COURT
 FOR THE DISTRICT OF MONTANA

IN RE:	Case No. 09-62327-11
MOONLIGHT BASIN RANCH, LP,	Which case is Jointly Administered with:
Debtor.	
IN RE:	Case No. 09-62328-11
LONE MOUNTAIN FOOD & BEVERAGE, LLC,	
Debtor.	
IN RE:	Case No. 09-62329-11
MOONLIGHT LDOGE, LLC,	
Debtor.	
IN RE:	Case No. 09-62330-11
MOONLIGHT GOLF, LLC,	
Debtor.	
IN RE:	Case No. 09-62331-11
MOONLIGHT SPA, LLC,	
Debtor.	

IN RE: MOONLIGHT BASIN, LLC, Debtor.	Case No. 09-62332-11
IN RE: MOUNTAIN TOP CONSTRUCTION COMPANY, LLC, Debtor.	Case No. 09-62370-11
IN RE: TREELINE SPRINGS, LLC, Debtor.	Case No. 09-62368-11

AMENDED AND RESTATED EXHIBIT LIST

MOONLIGHT BASIN RANCH, LP, et al., Debtors and Debtors-in-possession in the above entitled cases offers the following list of exhibits which amends the Exhibit List and Supplement to Exhibit List each filed on December 3, 2009 [Docket Nos. 78 and 79] for the Hearings schedule for ***December 7, 2009 at 9:00 o'clock a.m.***

1. Trilogy Capital Term Sheet;
2. Moonlight Basin Ranch LP 16 week budget and 18 month budget;
3. MacMillan purchase agreement;
4. Montana Real Estate listing agreement;
5. Sellers Closing Statement;
6. Moonlight Basin corporate structure flow chart;
7. Defendants Moonlight Basin Ranch, et al's Answer to First Amended Complaint and Demand for Jury Trial;
8. Affidavit of Russ McElyea;
9. Amended Affidavit of Russ McElyea;
10. Affidavit of Gerrit Cormany;
11. Lehman Brothers Pitch Book dated 4/19/07;
12. Lehman Brothers Pitch Book dated 4/26/07;
13. Lehman Brothers Pitch Book dated 8/15/07;
14. Lehman Brothers Pitch Book dated 9/07;
15. Developer Survey (4th Quarter, 2009);
16. Moonlight Basin Pro Forma dated 11/20/09;
17. Summary Comparison of Appraisals;
18. Affidavit of Russ McElyea dated 12/4/09;
19. Affidavit of Gerrit Cormany dated 12/4/09;

20. Email from R. McElyea to F. Gilhool, D. O'Reilly, and T. Buffa, dated August 30, 2007;
21. Email from R. McElyea to D. O'Reilly dated August 8, 2007;
22. Letter from R. McElyea to D. O'Reilly, dated August 13, 2007;
23. Email from L. Kagan to R. McElyea, dated September 6, 2007;
24. September 7, 2007 Loan Closing Statement;
25. Letter from L. Poole to F. Gilhool, D. O'Reilly and T. Buffa, dated August 1, 2008;
26. Letter from F. Gilhool and S. Hash to L. Poole, dated August 11, 2008;
27. Email from T. Buffa to G. Cormany, dated February 26, 2009;
28. Email from B. Barry to G. Cormany and R. McElyea, dated May 28, 2009;
29. Email from B. Barry to R. McElyea and T. Buffa, dated June 1, 2009;
30. Email from J. Nastasi to R. McElyea, dated June 19, 2009;
31. Email from B. Barry to G. Cormany, R. McElyea and L. Poole, dated June 30, 2009;

A.D.3d 216, 218, 812 N.Y.S.2d 8 (2006) (citations omitted). However, under the circumstances

present here, Lehman's threat to foreclose was not the "exercise of a legal right" because

Lehman committed fraud and other wrongful acts, including Lehman's breach of their promise